

# EXHIBIT A

## **GENERAL RELEASE OF ALL CLAIMS**

KNOW ALL PERSONS BY THESE PRESENTS that I, **Michael Farrington**, (hereinafter "Releasor") intending to be legally bound hereby, and in consideration of the payment of Three Hundred Fifty-five Thousand Dollars (\$355,000.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, have released and forever discharged, and by these presents do for myself, my agents, assigns, heirs, and attorneys hereby release and forever discharge, **PrimeCare Medical, Inc.**, and its employees, agents, doctors, nurses, medical assistants, physician assistants, healthcare providers, psychiatrists, psychologists, mental health clinicians, dentists, dental hygienists, and attorneys, and their insurance companies, including but not limited to, **Beazley USA Services, Inc.**, its administrators, personal representatives, successors, agents, assigns, attorneys, officers, directors, workmen, employees and insurers, and all other persons, firms, corporations, associations or partnerships, (hereinafter Releasees) of and from all actions, causes of action, claims, suits, controversies, trespasses, damages, attorneys' fees, judgments, and demands in any form whatsoever, at law or in equity, arising from or by reason of any and all known or unknown, foreseen or unforeseen injuries or damages relating to the incarceration or the medical treatment rendered during the incarceration of Michael Farrington at the Bucks County Correctional Facility from or relating to any of the claims asserted in the case docketed at 2:17-CV-05826-GEKP in the United States District Court for the Eastern District of Pennsylvania, which is hereby dismissed with prejudice.

It is understood and agreed that this is the compromise of a disputed claim and that this Release and payment is not to be construed as an admission of liability on the part of the parties

released, and that the Releasees deny liability therefore and intend merely to avoid further litigation and buy their peace.

The undersigned hereby declares and represents that the injuries sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite in making this Release. It is understood and agreed that the undersigned relies wholly upon his judgment, belief and knowledge of the nature, extent, effect and duration of said injuries and liability therefor and is made without reliance upon any statement or representation of the party or parties hereby released or their representatives or by any physician employed by them.

The undersigned declares and represents that no promise, inducement or agreement not stated herein has been made to the undersigned and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

The Releasor declares and expressly warrants that he is not a Medicare beneficiary; is not suffering from end stage renal failure; has not applied for Social Security or Railroad Retirement Board disability benefits and is not permanently and totally disabled. Therefore, no Medicare interest in reimbursement of Medicare benefits is being considered. In the event the above information provided by Releasor is false or in any way incorrect, Releasor shall be solely liable and shall defend, indemnify and hold the Releasees, Releasees' counsel and Beazley USA Services, Inc., harmless for any and all actions, causes of actions, penalties, claims, costs, services, compensation or the like resulting from these inaccuracies.

Releasor agrees to pay and satisfy any and all liens, subrogation claims, or other claims of recovery rights including but not limited to Medicare or Medicaid, for past, existing, and

future, known or unknown amounts, arising out of or relating to claims. Releasor agrees to defend, indemnify and hold harmless the Releasees, Releasees' counsel and Beazley USA Services, Inc. from any and all claims, suits, demands, liabilities, and costs, arising from any liens, subrogation claims, or other claims of recovery rights, past and future, known and unknown, including but not limited to Medicare, arising out of or relating to claims

It is further understood and agreed that each and every person, attorney, insurance carrier, entity, association or any state or federal governmental agency which claims to have a lien, now or in the future, on the proceeds of this settlement arising out of this incident, lawsuit, or litigation, is aware of this Release and its terms and I understand that said released parties hereunder are relying expressly upon this unconditional express warranty in making payment hereunder.

In further consideration of the above payment, I do for myself, my agents, assigns, heirs, and attorneys, executors, administrators, successors or assigns, covenant and agree to defend, indemnify and hold harmless the Releasees, their agents, employees, insurance carriers and attorneys from all claims, demands and suits for damages, costs, loss of services, expenses or compensation which I, or my agents, assigns, heirs, and attorneys, executors, administrators, successors, assigns, insurers or any state or federal agency have or may have currently, on account of or in any way growing out my incarceration or any medical treatment that had been rendered, or is alleged to have not been rendered, at the Bucks County Correctional Facility.

I covenant and promise that neither I, nor anyone on my behalf, will communicate or disclose the terms of this General Release of All Claims to any persons other than my present attorneys, my fiancée, my mother, insurance company representatives, accountants and/or tax or

financial consultants, state and federal tax authorities or other persons as may be required by law, provided however, that any such person or entity to whom disclosure is made shall be instructed, in advance, that the information is strictly confidential pursuant to this Release. For all other purposes, I will indicate only that this matter has been "resolved." Further, any court filings will be made under seal so that any reviews of court records will not in any way disclose the terms of the settlement.

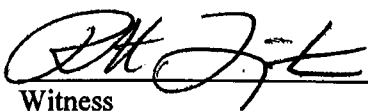
If the terms of this settlement are publicized in any way to any individual or entity contrary to the above paragraph, the non-publicizing parties, will have a cause of action against the person who publicized any information concerning the settlement. The non-publicizing parties will be entitled to be reimbursed the full settlement amount and interest (if the violation is applicable to Plaintiff), attorneys' fees associated with any litigation past, present or future against the party who publicizes any terms of this settlement. It is further agreed that venue for any said action is appropriate in the Court of Common Pleas of Dauphin County.

In exchange for Releasor's foregoing agreement, Releasees and their attorneys agree that, except as otherwise required by specific court order, statute or other binding requirement of law, they will keep confidential any and all information obtained in this litigation, including all investigations, mediations, and settlement negotiations relating to Releasor and his claim. While Releasees and Releasor represent that this agreement would not have been consummated absent the foregoing confidentiality covenants, Releasees and Releasor acknowledge that no portion of the settlement amount represents consideration for the mutual promise to maintain strict confidentiality of all the terms of this agreement. Rather, the Releasees and Releasor expressly

have agreed that each other's reciprocal confidentiality covenant is the sole consideration given in exchange for that of the other.

**THE UNDERSIGNED HAVING BEEN REPRESENTED BY COUNSEL HAS READ THE FOREGOING RELEASE, AND FULLY UNDERSTANDS IT.**

IN WITNESS WHEREOF, and intending to be legally bound, I have hereunto set my hand and seal this 9 day of October, 2019.

  
Witness

  
Michael Farrington

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